1				Honorable Christopher M. Alston Hearing date: April 10, 2025; 9:30 a.m.	
2		Hearing Place: Room 7206, 700 Stewart Street, Seattle, WA 98101 Responses due by: April 9, 2025			
3				Responses due by. April 9, 2023	
4					
5					
6					
7		IN THE UNITED CTAT	TEC DANIZ	DUDTCY COURT FOR THE	
8				RUPTCY COURT FOR THE SHINGTON AT SEATTLE	
9	In re:		)	Chapter 7 Parker to No. 24 10218 CMA	
10	MELANIE A		<i>)</i>	Bankruptcy No. 24-10218-CMA	
11	a/K/a IVI. A. S	Smith, a/k/a M. Smith,	)	DECLARATION OF MICHAEL P. KLEIN IN SUPPORT OF TRUSTEE'S MOTION FOR AN ORDER AUTHORIZING SALE	
12		Debtor(s).	)	FOR AN ORDER AUTHORIZING SALE OF REAL PROPERTY OF THE ESTATE	
13			)	FREE AND CLEAR OF LIENS AND ENCUMBRANCES OR, IN THE	
14			)	ALTERNATIVE, ABANDONING PROPERTY	
15	The t	undersigned makes the follow	wing staten	nent under penalty of perjury:	
16	1.	I am over 18 years of age,	am compet	ent to testify to the statements herein and make	
17	the statemen	ts herein based on facts pers	onally kno	wn to me.	
18	2.	I am the Chapter 7 trustee	in the abo	ve-captioned bankruptcy.	
19	3. Attached hereto is a copy of the purchase and sale agreement entered into between				
20	the trustee an	nd Stephen M. Fry for the re	eal property	v located at 3057 - 42 <sup>nd</sup> Avenue West, Seattle,	
21	Washington	98199 ("the Property"). The	e sale price	is \$1,280,000.	
22	4.	I have reviewed the claim	of Deutsch	e Bank National Trust Company, as indenture	
23	trustee, on b	ehalf of the holders of the	Terwin Mo	ortgage Trust 2006-8, asset-backed securities,	
24	Series 2006-	8 ("Deutsche Bank"), the cr	editor with	the second deed of trust against the Property.	
25	It appears tha	at a sizeable portion of the cla	nim is made	up of payments due more than six years before	
	the filing of	the bankruptcy petition. This	is gives rise	e to a defense of the statute of limitations to at	

DECLARATION OF MICHAEL P. KLEIN IN SUPPORT OF TRUSTEE'S MOTION 250324fDec Page 1

THE LIVESEY LAW FIRM 2033 Sixth Avenue, Suite 900 Seattle, WA 98121 (206) 441-0826

1	least a portio	n of the claim. It also raises the possibility that a portion of the debt can be preserved
2	for the estate	
3	5.	The third obligation potentially secured by the Property is to the Federal National
4	Mortgage As	sociation. This appears to be a duplication of the first deed of trust, the U.S. Bank debt.
5	6.	The debtor has claimed a homestead exemption in the Property. However, the
6	recorded end	sumbrances exceed the sale price. I believe there will eventually be money for the
7	homestead, b	out that needs to wait until the encumbrances are decided. Distribution to the debtor is
8	subject to fur	ther order of the Court.
9	7.	Should the Court not approve the sale, I am requesting as alternative relief an order
10	abandoning	the Property. The debtor has a very low tax basis in the Property. The sale or the
11	foreclosure c	ould generate a large tax claim. If the Property is sold, there will be money available
12	to pay the tax	x. If the Property is lost to foreclosure, the sale could generate a tax obligation with no
13	funds to pay	it.
14	DAT	ED this 25 <sup>th</sup> day of March, 2025.
15		
16		S Mink and D. Vlain
17		/S/ Michael P. Klein
18		Michael P. Klein
19		
20		
21		
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23		
24		
25		

### Instructions for offering on this property

### Submit all offers to <a href="mailto:offers@ssapprovals.com">offers@ssapprovals.com</a> or fax to 206.299.3131

The purchase contract is specific to the bankruptcy, and the trustee will not sign any addendum that conflicts with the purchase contract. If there are specific items that you want covered in the purchase and sale, or your office requires specific addendums please discuss with our team prior to offer submission. **All sales are as-is/where-is.** 

Errors and Changes to the offer must be kept to a minimum. Too many changes will slow the process with the lien holder. You may be asked to resubmit a clean offer if too many changes are present. Please follow these instructions carefully do not abbreviate the seller name on any page.

Seller Name to be written as: Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218

Per Lien holder: Offer must be INK signed Yes No V

#### Required for an offer:

- 1. Bankruptcy Trustee purchase contract-Attached
- 2. Carve-out/As is/Utilities addendum-Attached, do not add any other language
- 3. Form 17 is attached. Buyer must sign waiver of right to receive a completed form 17-Attached
- 4. Legal Description-Attached
- 5. Pre-approval letter Dated in last 30 Days (if contingent on financing)
- 6. Proof of funds Dated in Last 30 Days (down payment, BK fee and closing costs)
- 7. Copy of EM check made out to Escrow listed on page 5 paragraph 16 of Purchase and Sale

#### Also may be included

- 1. If buyer wishes to purchase extended title coverage at their own expense, this may be addressed on a separate Addendum.
- 2. 22J-Lead Paint-as needed
- 3. 22K-Utilities- may be included
- 4. 22SS-Short Sale-(Must be included if this is a short sale) with inspection and deposit of EM beginning at mutual.
- 5. 22T-Title Contingency

Included in the List Price is the Carve-out (or buyer's premium) that must be paid. This amount is 5.5% of the purchase price or \$20,000 whichever is higher. On properties less than \$215,000 the amount of the carve-out is 5.5% of the purchase price or \$15,000 whichever is higher. In a short sale, that amount cannot be included in the contract purchase price, this fee will appear on the HUD and both the lienholder and buyers lender are aware of the fee. In order to qualify to purchase one of these homes, the buyer must have available 1) their down payment funds 2) carve out bankruptcy fee and 3) their closing costs. Proof of these funds being available at the time the offer is made is a requirement. The Lien Holder may agree to pay up to 3% in closing costs on FHA, VA, and USDA Loans.

Please do NOT specify that fixtures or built in appliances must be included. The trustee will not sign anything specifically stating that they are included.

Buyer Initial:	SMZ	Buyer Initial:	Selling Broker	(Agent) Initial:	MR JS	2
Date:	03/09/25	Date:	·	Date:	03/09/25	03/08/25

We have been appointed by the Chapter 7 Trustee to sell this home. Pursuant to section 541 of the bankruptcy code all property of the Debtor at the time of filing becomes property of the bankruptcy estate to be administered by the Court Appointed Trustee. The real property was owned at the time of filing the bankruptcy proceedings and is therefore, property of the estate to be administered by the Trustee pursuant to orders of the Bankruptcy Court. The trustee is the one who will sign all offers. This decision is based on recovering as much money as possible for the bankruptcy estate.

#### Offer process.

In a multiple offer situation, the trustee will review offers as soon as a reasonable amount of time has elapsed to allow all interested parties to view the home. Please present your highest and best offer in a multiple offer situation because the trustee does not counter. As long as proof of funds was provided, trustee will be looking at price and strength of commitment to the process. **All sales are as is/where is**. The trustee is not available on weekends, and is in court a couple days a week, so sometimes it can be a couple days before offers are responded to.

#### Inspection

Once we have a ratified contract, the buyer's 15 day inspection contingency commences. **This is pass/fail only**. The trustee will not complete repairs, offer a credit or reduce the price. If the buyer terminates or waives inspection, this can be done using a NWMLS form 90 Notice. It is the buyer's responsibility to determine whether utilities are on and/or available. The utilities are to be turned on in the buyer's name and at buyer's expense. If the home is winterized, the buyer is responsible for the actual costs to activate, deactivate and re-winterize the property. Contractor must be approved by listing team.

#### Court approval process

This Process begins at the discretion of the trustee, based on progress with the Lien Holder.

The trustee must provide notice to all creditors on the bankruptcy that the home (part of the bankruptcy estate) is being sold. The creditors have 21 days to object to the sale. During this time period, the sale is still subject to back up/bump offers. After the time period has passed the trustee presents the proposed sale order to the court. If approved, the MLS status will be changed to Pending (from pending backup) and back up offers are no longer solicited.

#### Back up/bump offers

Prior to the final court approval, the transaction is ALWAYS subject to back up/bump offers. If your buyer is in first position, they have the option of matching any back up/bump offer. Back up/bump offers have to beat the first position offer by at least 1% of the purchase price or \$5,000 dollars, whichever is greater, and they must also waive any contingencies that have already been waived by the first position buyer at the time of writing.

#### Short sale process

Concurrent to the court approval, we will be seeking lienholder approval. It is our goal to update you regularly with the progress on that end. Please direct any inquires to the negotiator assigned to you after mutual acceptance.

Please let us know if you have additional questions not covered in this explanation.

Buyer Initial: ˌ	(SM7)	Buyer Initial:	Selling Broker (Agent) Initial (MR) (JS)	
Date:	03/09/25	Date:	Date: 03/09/25	03/08/25

OFFER SUMMARY FOR RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMEN	OFFER	R SUMMARY	FOR RESID	ENTIAL REA	L ESTATE PL	JRCHASE ANI	SALE A	GREEMEN'
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DATE of OFFER 3/4/25						
110761						
MLS #2332357 SELLING BROKER LAG# 122114 SELLING OFFICE ID 6534						
BASE OFFER PRICE \$ \$1,100.000 \$1,213,270.14 \$ 03/12/25 3/17/2025   4:23 PM						
+ \$66,729.86 \$66,729.86						
BUYERS PREMIUM/CARVE OUT \$ 60,500 \$66,729.86						
TOTAL PURCHASE PRICE \$ 1 160,500 \$1,280,000.00						
$ S_{M} $ 3/17/2025   4:						
BUYER CLOSING COST REQUESTED \$ \( \text{MOL} \)						
(MUST BE APPROVED BY LIEN HOLDER)						
3/17/2025   4:23 PM PDT						
REQUIRED ADDENDA:						
1. Bankruptcy Purchase and SaleAttached						
2. Carve out/As Is/Utilities addendumAttached						
3. Form 17, waivedAttached						
4. Legal descriptionAttached						
<ul><li>5. Pre-approval dated in last 30 days</li><li>6. Proof of funds dated in last 30 days</li></ul>						
7. Copy of EM Check-made out to escrow listed on page 5 paragraph 16 of Purchase and Sale						
OPTIONAL ADDENDA –CHECK IF INCLUDED						
1. MLS FORM 22J-Lead Paint-As Needed						
2. MLS FORM 22K-Utilities						
3. VIS FORM 22SS-Short Sale (Must be included if this is a short sale)						
4 MLS FORM 22T-Title Contingency						
5. Additional addenda (please list) 22E 42A 35W 90						
Buyer(s) exact names and how they will take title:						
Stephen M Fry						

#### RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

#### U.S. BANKRUPTCY COURT, WESTERN DIST. OF WASHINGTON AT SEATTLE

THIS AGREEMENT is entered into by and between the below named Buyer and the below named Seller, in his or her capacity as a United States Bankruptcy Trustee for the below named bankruptcy estate. The Buyer agrees to purchase and the Seller agrees to sell the described property pursuant to the following terms and conditions:

BUYE	R(s):	
	DRESS:688 110th Ave NE S1410	
CIT	y, STATE & ZIP CODE: Bellevue, WA 98004	
PHO	ONE: 612 619-2299	
EM	AIL:stephenmfry@gmail.com	
SELLE	R: Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218	
PRO	DPERTY STREET ADDRESS: 3057 42nd Ave W	
CIT	y, state & zip code: Seattle, WA 98199 (3)/12/25	−os MPk†
LEG	GAL DESCRIPTION: Attached on Exhibit "A" hereto	
PUI	RCHASE PRICE: (Base offer Price) \$1,213,270.14 3/17	7/2025   4:23
DA	TE OF CLOSING: Within 45 days of Bankruptcy Court or lender approval, whichever is later	
SELLI	NG FIRM: Windermere Real Estate MagnoliaMLS OFFICE NO6534	-
SEL	LING FIRM ADDRESS: 3214 W McGraw St Ste 201	
CIT	y, STATE & ZIP CODE: Seattle, WA 98199	
SEL	LING BROKER:Matt Reynolds and Jennifer SandmeyerMLS LAG_ 122114	
· PH	ONE AND FAX:206 779-4722	
EM	jennisandmeyer@windermere.com 1AIL:	
LIST	ING FIRM: RE/MAX Eastside Brokers Kai Rainey 34930 Title is Open with First American 11555 SE 8 <sup>th</sup> St. Bellevue, WA 98004 Title # 4209-4148179 206-681-9670 (main line) 206-299-3131 (fax)	
	offers@ssapprovals.com WIRE TRANSFER PROMISSORY NOTE	
EARN	NEST MONEY AMOUNT: \$65,000.00 FORM: CASHPERSONAL CHECKCASHIERS CHECK	
Buyer Initia	Seller Initial: Seller Initial:	
Date: 0	3/09/25 Date: Date: Date:	PM PDT

3.

- 1. **No Representations or Warranties**. The Seller is a bankruptcy trustee and therefore he/she has no personal knowledge regarding the property. There are no representations or warranties regarding the property or its condition. All sales are "as is, where is" and without any representations or warranties of any kind express or implied.
- 2. Earnest Money Forfeiture. In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money deposit is greater than five percent of the purchase price, only that portion of the earnest money deposit equal to five percent of the purchase price shall be forfeited to the Seller. By their initials below, Buyer and Seller specifically acknowledge that they have read the preceding provision regarding forfeiture of the earnest money and understand and agree to it.

anacistana ana agree to it.						
Buyer Initial:	Seller Initial: MPはす					
Date: Date:	Date:3/17/2025   4:23 PM PDT					
Financing. This offer [] is [] is not conditioned upon Buyer obtaining a [] Conventional [] FHA [] VA						
[ ] USDA [ ] FHA 203k [ ] Other:						
Buyer Does/Does Not request that seller pay up	toin closing and other					

4. **Down Payment/Loan Application**. Buyer agrees to pay\_\_\_\_\_\_ down, and to make an application, in good faith, within seven days after approval of this Agreement, for a market rate loan to pay the balance of the purchase price. If application is not made within 7 (seven) days of approval, Seller may retain the earnest money and Agreement may terminate.

allowable costs (must be agreed to by lienholder).

- 5. **Proof of Funds.** In the event buyer fails to provide proof of all necessary funds to close; including down payment, closing costs and bankruptcy fee within 48 hours of Sellers acceptance of offer, then this agreement may be terminated by notice from the seller to the buyer and earnest money shall be returned to the buyer.
- 6. **Financing Deadline/Seller Termination Notice**. If Buyer has not within 30 days after initial signing of this Agreement, given notice that Buyer has obtained financing or waived the financing condition, then this Agreement may terminate upon the expiration of the 30th day after initial signing. If termination occurs, Seller shall remit the earnest money to the Buyer.

Continue to the continue to th		DS CALL
Buyer Initial: SM	Buyer Initial:	Seller Initial: MPk+
Date:03/09/25	Date:	Date: 3/17/2025   4:23 PM PDT

- 7. **Loan Costs**. Seller will not be responsible for any loan costs, unless agreed to upon mutual acceptance, except (I) such portion of Buyer's costs that Buyer is prohibited from paying pursuant to applicable FHA regulations; and (2) if this sale Is financed by a VA loan, the Seller agrees to pay those closing costs Buyer is prohibited from paying pursuant to applicable VA regulations.
- 8. **Inspections**. The Buyer has fifteen (15) days from the date of mutual with the trustee to inspect the premises. Inspection contingency shall be deemed waived, unless the Buyer provides Seller with written notice within said fifteen (15) days that the inspection contingency has <u>not</u> been waived and earnest money shall be returned to the buyer.

Buyer Initial: SMJ	Buyer Initial:
03/0	)9/25
Date:	Date:

Notwithstanding the foregoing, if the financing institution requires an additional inspection, Seller agrees to permit such inspection. The Buyer will pay all costs and fees associated with such inspections and Seller shall have no liability therefor. Buyer will return the property to its original condition after said inspection or test. The Buyer will hold the Seller, its officers, agents and attorneys harmless from all claims arising out of Buyers inspection or testing of the property.

- 9. **Defects.** Buyer represents to the Seller that Buyer will fully inspect the property and Buyer assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection. Seller makes no representation or warranties expressed or implied of any kind with respect to, among other things; (a) the dimension, size or acreage of the premises; (b) any applicable governmental laws or regulations; (c) availability of water, sewer or other utilities: (d) the environmental condition of the property; or (e) the existence or non-existence of ureaformaldehyde or asbestos.
- 10. **Personal Property**. The Seller is a bankruptcy trustee and has no knowledge of whether or not there is any leased personal property on the premises. It shall be up to the Buyer to make an appropriate investigation to determine whether or not there is any leased property on the premises which in any case is not included in the sale. The debtor(s) may claim personal property on the premises, such as non-built-in appliances, drapes, curtains, etc., as exempt property. In such instance that personal property is not included in the sale.
- 11. **Feasibility Study**. If the Purchase and Sale Agreement is subject to a feasibility study and the sale does not close because of any contingency which the Buyer does not waive, then prior to returning any earnest money or promissory note the Buyer shall provide the Seller with a copy of every study, report, analysis or appraisal regarding the property.

	-Authentistan			US .	
Buyer Initia	/			MPKT	
Buyer Initia	alt 21117	Buyer Initial:	Seller Initial:		
Date:	03/09/25	Date:	Date:3/17/	/2025   4:23	PM PDT

- 12. **SHORT SALE DISCLOSURE** This sale is //is not a short sale. If this is a short sale the following shall apply:
  - a. This agreement is contingent upon the seller obtaining written consent from the lienholder(s) within 30 days (60 days if not filled in, must match days entered on NWMLS form 22SS) of mutual acceptance. Seller shall notify buyer of lienholder approval by providing buyer a copy of the lienholder approval letter. If seller fails to reach agreement with lienholder, this agreement shall terminate and earnest money will be refunded to the buyer.
  - Buyer acknowledges that lienholder may have additional addendums and clauses that will be integrated into this agreement. Buyer agrees to return all lienholder required documents within 2 calendar days of receipt. If buyer fails to return required documents, this transaction may be cancelled by the seller and earnest money shall be returned to the buyer.

Buyer Initial: SM4	Buyer Initial:
03/09/25 Date:	Date:

c. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA liens, utility liens and appraisal required repairs may not be agreed to by lienholder. Buyer agrees to pay for all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

Buyer Initial:	SM7	Buyer Initial:	
Date:	03/09/25	Date:	

- 13. Hazardous Waste. The Seller, as a bankruptcy trustee, has no actual personal knowledge of the presence of any hazardous waste on the property, including, but not limited to, petroleum products and asbestos, and has no actual personal knowledge of the violation of any environmental law, regulation or ordinance with respect to the property. Buyer understands and agrees that any knowledge about the condition of the property of other parties including the trustee's real estate agent, debtor, the debtor's employees and agents, or any other persons or entitles shall not be imputed to the trustee or the estate. Buyer hereby assumes all risk and costs related to the presence of hazardous waste and the environmental condition of the property. Buyer hereby waives any and all rights of contribution, indemnity and/or reimbursement with respect to any and all defects, including but not limited to, hazardous waste and environmental condition.
- 14. Possession. Buyer shall be entitled to possession upon closing.
- 15. **Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is "as is, where is".

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Buyer Initial: SMJ	Buyer Initial:	Seller Initial: Mpt
Date: 03/09/25	Date:	Date: 3/17/2025   4:23 PM PDT

16. Escrow Agent. The transaction shall be escrowed by the following:

First American Title Insurance | Team Sandy Do

Address: 11400 SE 8th St., STE 250, Bellevue, WA 987004

Limited Practice Officer Contact: Sandy Do

email: teamsandy@firstam.com

phone: 425.732.4822

- 17. **Condition of Title**. Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area, including but not limited to zoning; easements and encroachments not materially affecting the value of or unduly interfering with Buyer's intended use of the property; and reserved oil and/or mineral rights. Monetary encumbrances not assumed by the Buyer shall be removed from the title by the Seller on or before closing. If for any reason the Seller is unable to transfer marketable title to the Buyer then this Agreement Is null and void, the Buyer's earnest money, if any, shall be returned and the Seller shall be released of all obligations hereunder.
- 18. Title Insurance. Seller shall provide a standard form of title insurance from a title insurance company of Sellers choice. Seller authorizes lender or closing agent, at Seller's expense, to apply for a standard form buyer's policy of title insurance with homeowner's additional protection and inflation protection endorsement if available at no additional cost. If buyer elects to purchase a homeowner or extended title policy, the difference in premium shall be a buyer expense. The preliminary commitment therefor, and the policy to be issued, shall contain no exceptions other than general exclusions and exceptions in said standard form. If title cannot be made so insurable prior to closing, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in paragraph 24 hereof, and this Agreement shall thereupon be terminated.
- 19. Title Transfer. Title shall be transferred by the bankruptcy trustee's quit claim deed.
- 20. **Buyer's Funds to Close**. Buyer represents Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.
- 21. Closing Costs and Pro-Rations. Buyer and Seller shall each pay one-half of the escrow fee. Seller shall pay excise tax. Taxes for the current year shall be pro-rated. Buyer shall pay for oil in the oil tank.

Buyer Initial		mpk+
03/09/25	Buyer Initial:	Seller Initial:
Date:	Date:	Date: <u>3/17/2025</u> 4:23 PM PDT

- 22. **Sale Information.** After approval by the United States Bankruptcy Court, selling agent is authorized to report this Agreement (including price and all terms) to the Northwest Multiple Listing Associations or such other applicable listing association that publishes it to its members, financing institutions, appraisers and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraisers, title insurance companies and other parties related to the sale, to furnish the listing and/or selling agents, on request, any and all information, and copies of documents concerning the status, progress and final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including buyer's credit report.
- 23. **Notices**. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including any addenda hereto) must be in writing, signed by any one Buyer or Seller (including either husband or wife) and received by selling agent who, for this limited purpose, shall be the agent of both parties. Any time limit in or applicable to a notice shall commence on the date following receipt of the notice by the selling agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. Buyer must keep selling agent advised of their whereabouts to receive prompt notification of receipt of a notice. Selling agent has no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement.
- 24. Earnest Money Receipt and Disbursement. Selling agent acknowledges receipt from Buyer of the earnest money as set forth above in the form indicated to be held in Closing Agent's pooled trust account (with interest paid to the Washington Housing Fund or such other relevant fund in accordance with applicable laws). Agent shall not deposit any check until Buyer and Seller both have completed initial signing of this Agreement. Any unpaid loan or sale costs incurred for the Buyer, including credit report, appraisal fee, and escrow cancellation fee, may be paid from the earnest money prior to its disbursement.
- 25. **Seller Conditions.** This Agreement is subject to approval by the Bankruptcy Court. The trustee does not always have access to a title report or information with respect to the tax consequences of a sale when a purchase offer is made. Accordingly, the purchase agreement is conditioned on: (1) the trustee obtaining an opinion from an accountant that the proposed sale will not result in adverse tax consequences and (2) if the trustee in his or her sole discretion deems it appropriate, the court authorizing an award to the estate of reasonable fees and expenses pursuant to 11 U.S.C. Section 506(c) if there are liens against the property.

- 26. Subsequent Offers. All purchase agreements are subject to approval and order of the U. S. Bankruptcy Court, and there cannot be mutual acceptance until final approval by the Bankruptcy Court. The Seller will apply to the Bankruptcy Court for approval of the sale as set forth herein as soon as reasonably practicable. Mutual acceptance occurs upon final approval by the Bankruptcy Court. Further, if the trustee receives a better offer on the property prior to or at the Bankruptcy Court hearing, the trustee may accept such offer contingent upon approval of the Bankruptcy Court and request that the court accept the better offer. This clause is an explanation of the law and removal of this clause from this Agreement will not change the law. The trustee agrees, however, to follow the procedure set forth in the next paragraph allowing for Buyer to attempt to match an opportunity competing offer.
- 27. Competing Bids. If this agreement is the first agreement the Seller has signed regarding the subject property, the Seller, subject to court approval, hereby agrees that the Buyer may match the proposed purchase price of any third party offer. In order to bring this paragraph into effect, Buyer must notify the Seller of its intent to match the third party's offer within 48 hours of receipt from the Seller of written notice of the third party's offer. The Seller's notice shall be in writing and state that the Buyer needs to meet or exceed the third party's price and other terms. Price increases must be in increments of not less than one percent of the offer price or \$5,000 dollars, whichever is greater. If an offer is received within 24 hours of the court hearing date, the court may have the proposed purchasers submit in writing their last, highest, and best offers at or following the hearing to approve the sale.
- 28. Agreement to Purchase and Time Limit for Acceptance. Buyer offers to purchase the property on the above terms and conditions. The initial signing is not effective until a signed copy hereof is actually received by the office of the selling agent. If this offer is not so signed, it shall lapse and selling agent shall refund the earnest money to Buyer.
- 29. **Counteroffers.** If a party makes a counteroffer the other party shall have until 9:00 p.m. on the second day following receipt of the counteroffer to sign it. Signing is only effective by delivering the signed counteroffer to the office of the selling broker.
- 30. **Commission**. A real estate commission will be paid at closing in accordance with the listing agreement and pursuant to an order of the Bankruptcy Court.
- 31. Resale Certificate. If the subject real property is a condominium, Buyer shall purchase a Resale Certificate within ten (10) days after written lien holder approval. Buyer shall be conclusively deemed to have approved said Resale Certificate unless within fifteen (15) days following lienholder approval, Buyer gives notice of disapproval of the Resale Certificate. If Buyer disapproves said Resale Certificate this Agreement shall terminate and the earnest money shall be refunded to Buyer.

Buyer Initial: Seller Initial: Seller Initial: Date: Date: Date: Date: 3/17/2025 | 4:23 PM PDT

- 32. **Disclosure Statement**. The Seller is a bankruptcy trustee and therefore exempt from providing a real property transfer disclosure statement and therefore no such statement will be provided.
- 33. Earnest Money Deposit. Selling Broker will deposit any check to be held by Selling Broker as earnest money within three (3) days after receipt or initial signing, whichever occurs later. If the earnest money is held by Selling Broker and Is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the earnest money or if the earnest money is \$10,000.00 or less, the earnest money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the earnest money to Closing Agent. Buyer agrees to pay financing and purchase costs incurred by buyer. If all or part of the earnest money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom.
- 34. Lead Paint. Many used homes, especially those constructed before 1978, contain lead paint. Lead paint is poisonous, especially for children. The Seller has no knowledge with respect to the presence or absence of lead paint in the subject property. The Buyer shall undertake such investigation as he or she deems prudent in the circumstances. The Buyer shall conduct an initial inspection for the presence of lead paint within the fifteen day time frame set forth in paragraph 8 herein. However, provided that the Buyer obtains specimens for analysis within the original inspection period and delivers them to a laboratory, upon written notice to the Seller within the original fifteen (15) day period, the Buyer may have an additional ten (10) days to obtain the results of a laboratory analysis for the presence of lead. If the Buyer does not obtain such laboratory samples, deliver them to a laboratory and provide the Seller with notice within fifteen (15) days of initial signing, this contingency will be deemed to be waived on the close of business fifteen days from Initial signing. Unless the Buyer notifies the Seller within such additional ten (10) day period that the property is not acceptable due to the presence of an unsafe levels of lead paint, then this contingency will be deemed waived.
- 35. Agency Disclosure and Receipt of Agency Pamphlet. Seller acknowledges receipt of the pamphlet entitled The Law of Real Estate Agency. The Northwest Multiple Listing Association requires all Real Estate licensees (agents) to disclose to the Buyer and Seller in a real estate transaction whether the licensee represents the Seller, the Buyer, both the Seller and the Buyer, or neither. The listing licensee represents the Seller. The selling licensee represents:

Selling Licensee	03/09/25 Date: Date: Date: Date:	
Anthorológica	03/08/25	Sallar Initial MPkt
Buyer Init	Buyer Initial:	Seller Illidar.
Date:03709/25	Date:	Date: 3/17/2025   4:23 PM PDT

36. Addenda. The following addenda are attached hereto and m	idde a part of this Agreement.
[ ] NONE [ \(  \)] \( \frac{22E}{35} \) \( 42A \)	
37. Facsimile and E-mail Transmission. Facsimile transmission retransmission of any signed facsimile transmission, shall be request of either party, or the Closing Agent, the parties will signing an original document. E-mail transmission of any sign of any such e-mail, shall be the same as delivery of an original Selling Broker and Selling Firm or both Listing Broker and below. At the request of either party, or the Closing Agent signatures by signing an original document.	e the same as delivery of an original. At the I confirm facsimile transmitted signatures by gned original document, and retransmission and, provided that the e-mail is sent to both I Listing Firm at the e-mail addresses Listed
Selling Broker Email Address	Listing Broker Email Address
jennisandmeyer@windermere.com	offers@ssapprovals.com
mattreynolds@windermere.com Selling Firm Document Email Address	Listing Firm Document Email Address
wremagnolia@windermere.com	eastsidebrokers@metroeastside.com
38. Integration and Electronic Signatures. This Agreement continuous the parties and supersedes all prior or contemporaneous modification of this Agreement shall be effective unless a Saller. The parties asknowledge that a signature in electron	nstitutes the entire understanding between us understandings and representations. No agreed in writing and signed by Buyer and
the parties and supersedes all prior or contemporaneou	nstitutes the entire understanding between us understandings and representations. No agreed in writing and signed by Buyer and
the parties and supersedes all prior or contemporaneous modification of this Agreement shall be effective unless a Seller. The parties acknowledge that a signature in electron as a handwritten signature.  Docusigned by:	nstitutes the entire understanding between us understandings and representations. No agreed in writing and signed by Buyer and
the parties and supersedes all prior or contemporaneous modification of this Agreement shall be effective unless a Seller. The parties acknowledge that a signature in electron as a handwritten signature.	nstitutes the entire understanding between us understandings and representations. No agreed in writing and signed by Buyer and ic form has the same legal effect and validity  DATE:
the parties and supersedes all prior or contemporaneous modification of this Agreement shall be effective unless a Seller. The parties acknowledge that a signature in electron as a handwritten signature.  SELLER SIGNATURE:  Docusigned by:  Miller J. Lein, Truster	nstitutes the entire understanding between us understandings and representations. No agreed in writing and signed by Buyer and ic form has the same legal effect and validity  DATE:
the parties and supersedes all prior or contemporaneous modification of this Agreement shall be effective unless a Seller. The parties acknowledge that a signature in electron as a handwritten signature.  SELLER SIGNATURE:  Michael P. Klein, Ch 7 Bankruptcy Trustentision  Stephen M Try  BUYER SIGNATURE:  Stephen M Try	nstitutes the entire understanding between as understandings and representations. No agreed in writing and signed by Buyer and ic form has the same legal effect and validity  DATE:  DATE:  DATE:  DATE:  DATE:  DATE:  DATE:  DATE:
the parties and supersedes all prior or contemporaneous modification of this Agreement shall be effective unless a Seller. The parties acknowledge that a signature in electron as a handwritten signature.  SELLER SIGNATURE:  Michael P. Klein, Ch 7 Bankruptcy Trusteller:  SELLER:  Michael P. Klein, Ch 7 Bankruptcy Trusteller:  Stephen M Fry  Stephen M Fry  BUYER PRINT:  Stephen M Fry	nstitutes the entire understanding between us understandings and representations. No agreed in writing and signed by Buyer and ic form has the same legal effect and validity  DATE:  DATE:  DATE:  DATE:  DATE:  DATE:  DATE:
the parties and supersedes all prior or contemporaneous modification of this Agreement shall be effective unless a Seller. The parties acknowledge that a signature in electron as a handwritten signature.  SELLER SIGNATURE:  Michael P. Klein, Ch 7 Bankruptcy Trus  Stephen M Try  BUYER SIGNATURE:  Stephen M Fry  BUYER SIGNATURE:  BUYER SIGNATURE:	nstitutes the entire understanding between us understandings and representations. No agreed in writing and signed by Buyer and ic form has the same legal effect and validity  DATE:  DATE:  DATE:  DATE:  DATE:  DATE:  DATE:

Form 22SS Short Sale Addendum Rev. 5/14 Page 1 of 1

# SHORT SALE ADDENDUM TO PURCHASE & SALE AGREEMENT

©Copyright 2014 Northwest Multiple Listing Service ALL RIGHTS RESERVED

The	following is part of	the Purc	hase and Sale Ag	reement date	ed 3/4/25				1
bet	ween Stephen M	Fry						_ ("Buyer")	2
and	Michael P. Kl	ein, C	h 7 Bankrup	tcy Truste	ee For Mela	nie Smith	24-10218	("Seller")	3
con	cerning 3057 42r	nd Ave	W	City	<u>Seattle , WA</u>	98199 State Zip	(the "	Property").	4
1.	SHORT SALE. A "sthe amount secure acknowledge that the constitutes a Short	ed by the purch	he Property in o	order to satis	sfy Seller's obli	gations at C	losing. Buyer	and Seller	6
2.	SHORT SALE COI creditor(s) for the S Consent"). Seller s Consent. If Seller contingency shall be Agreement shall te aware that Seller's imposed by Seller's this Agreement shall acknowledge that such consent is given	Short Sa hall hav timely to be deem rminate creditor creditor screditor screditor	le and Seller's ace 30 days gives notice of Led satisfied. If Seand the Earnest (s) did not conser(s), Seller shall gate and the Earne	cceptance of a (60 days, if ender Conseiller fails to tir Money, if dent to the Agreive notice to Eest Money, if	any conditions in not filled in) after to Buyer ("I mely give Notice posited, shall be sement or if Sell Buyer of that fact deposited, shall	mposed by S er mutual acc Notice of Ler e of Lender C e refunded to er decides no t within 2 days be refunded	eller's creditor(septance to obtonder Consent") onsent to Buyer. If Selle to accept the sand upon Sell to Buyer. Buyer	s) ("Lender 1 ain Lender 1 , then this 1 r, then this 1 r becomes 1 conditions 1 er's notice, 1 and Seller 1	10 11 12 13 14 15 16
3.	offers from of submit to Seller's offers in order to shave any priority agreement Seller's offer, Buyer is advisor, Buyer is advisor, after mutual accondice to Buyer of the Agreement within	orther reditor(s atisfy S over ag creditor sed to in ceptance hat fact	s). The parties are eller's obligations reements with o r(s) may approve, quire about other e, Seller submits within 2 days of e of receiving any	e advised that to its credito r offers from and Seller m offers that Se an offer from ach such offe	some creditors ors. Buyer acknor other buyers. hay continue to eller may have al another buyer r ("Notice of Ado	may require owledges that Seller has li market the P ready accepte to Seller's crititional Offer")	that Seller subnated control of the	Property to 2 mit multiple 2 nt does not 2 over which 2 time of the 2 must give 2 minate this 2 timey, if 2	20 21 22 23 24 25 26 27 28
4.	deposited, shall be TERMINATION BY prior to Notice of Le or contingency in the Section, the Earnes	BUYEI	R. Buyer □ may; onsent. Buyer mai ement prior to Not	ntains the rig ice of Lender	ht to terminate the Consent. If Buy	ne Agreement	t under any othe	at any time 3 er condition 3 t under this 3	31
5.	COMPUTATION C specific items che Consent. The timel	F TIME	. For the purpos low), all timeline	es of computs in this Agr	ting time only (e reement shall b	egin on the	date of Notice	ve and the 3 of Lender 3	34
	<ul> <li>□ Deposit of Earne</li> <li>□ Financing Adder</li> <li>□ Buyer's Sale of I</li> <li>□ Homeowner's As</li> <li>□ Other</li> </ul>	ndum (Fe Property	orm 22A) Contingency Add		☐ Title C ☐ Septic	Addendum (I borhood Revi	ddendum (Forn	n 22T) 3 35N) 4	37 38 39 40 41
6.	CLOSING. The Cl which date shall su			days (30 otherwise pro	O days, if not fill ovided for in this	led in) after <b>f</b> Agreement.	Notice of Lende		42 43
7.	<b>IMPLICATIONS O</b> the implications of this Agreement an Advisory pamphlet	a Short d the co prepare	Sale. The parties on sequences of the day washington	are advised this Addendum Departments	to seek the advious to seek the advious to seller acknow of Licensing and	ce of third par rledges receip d Financial Ins	rty professional ot of the Short stitutions.	s regarding 4 Sale Seller 4	45 46 47
8.	NOTICES. NWMLS by this Addendum.	S Form	90SS (Notice Pur	suant to Shor	t Sale Addendur	m) shall be us	sed for any noti		48 49
	SM7 03/09/2!	5			Mpkt 3/1	7/2025   4	:23 PM PDT		
	Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date	

Form 34 Addendum/Amendment to P&S Rev. 7/10 Page 1 of 1 ©Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

#### ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale	Agreement dated	3-4-25		_1		
Stephen M between	Fry	("Buyer")				
and Michael P. Klein, Ch 7 Bank	ruptcy Trustee	For Melanie Smith 24	-10218_ ("Seller"	) 3		
concerning 3057 42nd Ave W						
		•				
IT IS AGREED BETWEEN THE SELLER AND	D BUYER AS FOLL	OWS:		5		
A N. D. A.C. and W. W. That	C. H ! L l	4 4 4		6 7		
1. No Representations or Warranties. The same personal knowledge regarding the property.	-	•	е паѕ	8		
regarding the property or its condition. All				9		
representations or warranties of any kind of		dere is and without any		10		
				11		
2. Buyer acknowledges that cost for items s	such as septic inspe	ction and pumping, well certif		12		
liens, utility liens and appraisal required re	epairs may not be a	greed to by lienholder. Buyer		13		
all costs not agreed to by lienholder in orde	er to close. These it	ems are subject to buyer revie	w huver may	14		
terminate this agreement if items are deem	ed too costly and e	arnest money shall be refunde	d to the buver	15		
				16		
3. Buyer agrees to pay up to 5.5% of purch	=			17		
greater, at closing as a buyers premium to				18		
included in the loan amount. Fee will appe			resents that these	19		
funds are available and agrees to provide p	root of tunas with	offer when submitted.		20		
Base offer Price \$0-215,000	BK Fee			21		
				22		
Base offer Price \$215,001-\$364,000\$	20,000 BK Fee	and the second second	03/18/25	23		
		(SM7)		24		
Base offer Price \$364,001 and up 5.59	% BK Fee			25		
			os	26		
Sale is subject to a success	ful rescission	n of previous	MPKT	27		
contract dated 2/4/2025 betw Michael P Klein	een Everose L	LC and Trustee		28		
Thender Fixtern				29		
				30		
ALL OTHER TERMS AND CONDITIONS of s	said Agreement rem	ain unchanged.		31		
Asthenovase		DS				
Initials: BUYER: SM 03/09/25 Date	):	SELLER: MPET	3/17/2025 Date:	4:23 PM		
BUYER: Date	):	SELLER:	Date:	-		

Form 22K Identification of Utilities Addendum Rev. 3/21 Page 1 of 1 ©Copyright 2021 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

	<sub>lyer</sub> P Klein Ch 7	Bankruptcy Trustee For Melanie Smi	th 24-10218 ("Seller"
Se	eller	Seller	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	057 42nd Av	e W Seattle, WA 98	State Zip (the "Property')
ursuant to RC ecessary to sa	W 60.80, Buyer a atisfy unpaid utili e to the Property	and Seller request the Closing Agent to admir ity charges, if any, affecting the Property. The and having lien rights are as follows: Seatttle Public Utilities	nister the disbursement of closing funds
(ILIV DIOTINO		Name	e-mail or website (optional
		Address	
EWER DISTRIC	Τ:	Seattle Public Utilities	Fax. No. (optional)
		Name	e-mail or website (optional
		Address	
RIGATION DIST	TRICT:	City, State, Zip	Fax. No. (optional)
US, CHOIN DIO		Name	e-mail or website (optional
		Address	
ARBAGE:		Seattle Public Utilities	Fax. No. (optional
SARBAGE:		Name	e-mail or website (optional
		Address	
ECTRICITY:		City. State. Zin Seattle Public Utilities	Fax. No. (optional)
LOTRIOTT.		Name	e-mail or website (optional
		Address	
AS:		City State Zin Puget Sound Energy	Fax. No. (optional
no.		Name	e-mail or website (optional
		Address	
PECIAL DISTRI	T(Q).	City, State, Zip	Fax. No. (optional
ocal improvemen	t districts or	Name	e-mail or website (optional
lity local improv	ement districts)	Address	
		City, State, Zip	Fax. No. (optional
ithin roker or Buye nd (2) Buyer	days (5 if n r Broker with the and Seller autho	not been filled in at the time of mutual ac ot filled in) of mutual acceptance of this Agr names and addresses of all utility providers orize Listing Broker or Buyer Broker to inse s identified by Seller.	eement, Seller shall provide the Listin having lien rights affecting the Propert
lothing in this	Addendum shal	ll be construed to diminish or alter the Selle yer understands that the Listing Broker and I	
em7	03/09/25	<i>(</i> == -	17/2025   4:23 PM PDT
<del></del>		Buver's Initials Date Seller's Initials	Date Seller's Initials Da

Form 22E FIRPTA Certification Rev. 7/19 Page 1 of 1

#### **FIRPTA CERTIFICATION**

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2

3 4

5

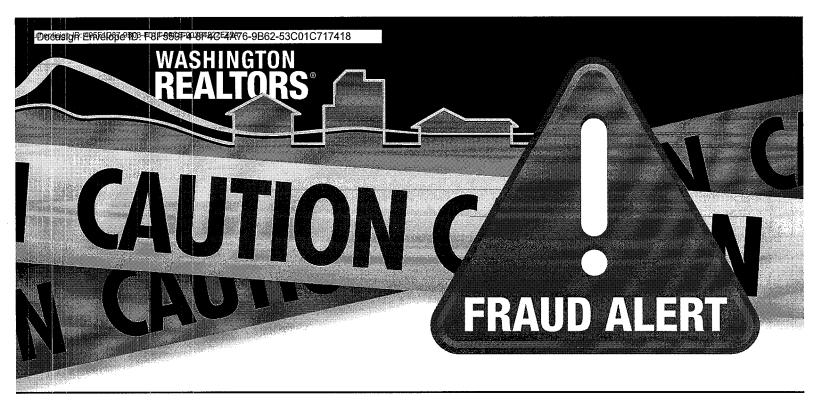
6

7 8

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:		9
PROPERTY. I am the Seller of real property ✓ at:	1	0
		i1
or (if no street address) legally described on the attached.	State Zip 1:	12
CITIZENSHIP STATUS. I AM AM NOT a non-resident alien (or foreign trust, foreign estate or other foreign business entity) for purpose		13 14
<b>TAXPAYER I.D. NUMBER.</b> My U.S. taxpayer identification number (e.g. social security number) is		15 16
ADDRESS. My home address is 330 Madison Ave. S., Suite 110 Bainbridg	ge Island, WA 98110 State Zip	17 18
Under penalties of perjury, I declare that I have examined this Certification it is true, correct and complete. I understand that this Certification may b ("IRS") and that any false statement I have made here could be punished	by fine, imprisonment, or both.	19 20 21
Seller Date Seller	Date	-2
BUYER CERTIFICATION (Only applicable if Seller is a non-resident a	lien).	23
If Seller <u>is</u> a non-resident alien, and has not obtained a release from to 15% of the amount realized from the sale and pay it to the IRS, statement below is correct:	unless Buyer certifies that the selected   2	24 25 26
□ Amount Realized (\$300,000 or less) and Family Residence = N am to pay for the property, including liabilities assumed and a exceed \$300,000; and (b) I certify that I or a member of my far property for at least 50% of the time that the property is used by twelve month periods following the date of this sale. If Buyer certifications.	Ill other consideration to Seller, does not 2 mily* have definite plans to reside on the 2 by any person during each of the first two 3	27 28 29 30
□ Amount Realized (more than \$300,000, but not exceeding \$1,00 (a) I certify that the total price that I am to pay for the property, consideration to Seller, exceeds \$300,000, but does not exceed member of my family* have definite plans to reside on the property is used by any person during each of the first two twelvesale. If Buyer certifies these statements, then Closing Agent must the sale and pay it to the IRS.	including liabilities assumed and all other d \$1,000,000; and (b) I certify that I or a serty for at least 50% of the time that the re month periods following the date of this t withhold 10% of the amount realized from	32 33 34 35 36 37 38
* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spo	use, ancestors and lineal descendants).	39
Under penalties of perjury, I declare that I have examined this Certific belief both statements are true, correct and complete. I understand the IRS and the any false statement I have made here could be punished Stephen M Fry. 03/09/25	at this Certification may be disclosed to the by fine, imprisonment, or both.	40 41 42 43
Buyer Date Buyer	Date	



Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take **two simple steps**:



Obtain the phone number of your real estate broker and your escrow agent at your first meeting;



Call the known phone number to speak directly with your broker or escrow officer to confirm wire instructions PRIOR to wiring.

Broker's Name

**Broker's Phone** 

Escrow Officer's Name

Escrow Officer's Phone

My real estate broker or escrow officer reviewed this pamphlet with me.

-DocuSigned by:

3/17/2025 | 4:23 PM PDT

Signer BD3F5B5C4E7...

Date

### **CALL BEFORE YOU WIRE**

### Beware of the following scam:

- 1. An email account is hacked (this could be broker's, escrow's, or consumer's email).
- 2. Hacker monitors the account, waiting for the time when consumer must wire funds. Broker, escrow, and consumer have no knowledge they are being monitored.

3. Hacker, impersonating broker or

- escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the broker or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker.
  - 4. Consumer wires the funds which are stolen by hacker with no recourse for consumer.











Never wire funds without first calling the known phone number for broker or escrow and confirming the wire instructions. Do not rely upon e-mail communications.

Form 22J Lead Based Paint Disclosure Rev. 7/23 Page 1 of 2

#### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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The following is part of the Purchase and Sale Agreement dated 2/17/2025	1
Stephen M Fry between("Buyer")	2
Buyer Buyer	-
and Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218 ("Seller")	3
concerning 3057 42nd Ave W Seattle , WA 98199 (the "Property").	4
Lead Warning Statement	5
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is	6
notified that such property may present exposure to lead from lead-based paint that may place young children at	7
risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead	8 9
poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is	10
required to provide the buyer with any information on lead-based paint hazards from risk assessments or	11
inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk	12
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.	13
NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant.	14 15
Seller's Disclosure	16
(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):	17
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).	18
	19
	20
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.	21
(b) Records and reports available to the Seller (check one below):	22
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-	23
based paint hazards in the housing (list documents below).	24
	25
	26
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.	27
Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made	28
and information provided by Seller are true and accurate.	29
—DocuSigned by: 3/17/2025   4:23 PM PDT	20
Michael Palein, Trustu Date Seller Date	30
40FFBD3F585C4E7	
Cand	
(M) 03/09/25   M/ & 3/17/2025   4:23 PM PDT	03/05/
Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date	03/09/

Form 22J Lead Based Paint Disclosure Rev. 7/23 Page 2 of 2

#### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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Continued

Buyer's	Acknowledgmen	t			Autheroisex	•	31
(c) Buy	yer has received t	he above Seller's	Disclosure and	all documents (if any	/). SMJ Buyet Philians	Duncalation	32
(d) Buy	yer has received t	he pamphlet <i>Prote</i>	ect Your Family	from Lead in Your H	Cana	Buyer Initials 03/09/25  Buyer Initials	33
(e) Buy	yer has (check on	e below):					34
	Waived the oppo and/or lead-base		t a risk assess	ment or inspection f	for the presence of	lead-based paint	35 36
				sment or inspection erms and conditions		lead-based paint	37 38
	based paint and	/or lead-based pa	int hazards, to	nent or inspection of be performed by a ondition is not neces	risk assessor or ins		39 40 41
	disapproval of the receiving this Di	ie risk assessmen isclosure. Buyer's	t or inspection to notice must ic	satisfied (waived) used to Seller withindentify the specific and/or risk assessm	(10 days if existing deficiencies	not filled in) after	42 43 44 45
	disapproval notice agrees to correct to the Closing Edemonstrating the parties may agradjustments to the	t the conditions id- Date, and Seller s nat the condition(s ree on any other ne Purchase Price	otice that Selle entified by Buye shall provide Bo ) has been rem remedy for the . If an agreeme	days (3 days if not fill r will correct the corer, then it shall be accurrent with certification and the Core disapproved concert on non-repair remaragraph, then this core	nditions identified becomplished at Selle on from a risk asset losing Date. In lieu lition(s), including hedies is secured in	y Buyer. If Seller er's expense prior essor or inspector of correction, the but not limited to writing before the	46 47 48 49 50 51 52 53
	inspection, or if the notice of terminal time limit or deliberancest Money's Buyer's failure to Property without	he parties cannot not the parties Agreer ivery of Seller's not shall then be return or give a written not shall the parties or give a written not select the parties of the	reach an agreer nent within otice pursuant ed to Buyer and otice of terminatected the cond	to the preceding pa I the parties shall havation means that Bu ditions identified in E	emedies, then Buyer is if not filled in) afte iragraph, whichever we no further obligati iyer will be required	r may elect to give er expiration of the occurs first. The ons to each other.	54 55 56 57 58 59 60 61
by Buyer	are true and accu		nd certifies, to	the best of Buyer's k	knowledge, that the	statements made	62 63
Stephe	n M Fry	03/09/25					64
Buyer			Date	Buyer		Date	
Brok	Acknowledgme ers have informed sure compliance.		obligations und	er 42 U.S.C. 4852(d	) and are aware of	their responsibility	65 66 67
	Reynolds	03/09/25		Signed by:	· Pailer.	3/17/2025   5:55	PM PDT 68
Jewer!	Standineyer	03/08/25	Date	Listing Brokeras	c pearling.	Date	
SMF	03/09/25			mpk+ 3/17/	2025   4:23 PM P	TDT	
Puvor Initial	e Date	Buyer Initiale Da	to	Collor Initials	Date Seller Initi	ale Data	

Form 17 Seller Disclosure Statement Rev. 8/21 Page 1 of 6

#### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2 3 4

dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information. INSTRUCTIONS TO THE SELLER

5 Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 6 "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 9 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 10 NOTICE TO THE BUYER 11 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12 3057 42nd Ave W 13 ("THE PROPERTY") OB STATE WA, ZIP COUNTY 14 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 15 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUY 16 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS, SCLOSURE 17 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 18 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 19 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELJER'S AGENT. IF THE 20 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 21 22 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 23 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24 25 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT, THE PROPERTY, WHICH MAY INCLUDE, 27 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, LUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 28 29 THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 30 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 31 32 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. Seller □ is / □ is not occupying the Property. 33 I. SELLER'S DISCLOSURES: 34 \*If you answer "Yes" to a question with an asterisk (\*), place explain your answer and attach documents, if available and not 35 36 otherwise publicly recorded. If necessary, use an attache sheet. DON'T 37 KNOW 1. TITLE 38 39 \*B. Is title to the property subject to any of the following? 40 41 First right of refusal ...... 42 (2) Option ..... 43 (4) Life estate? ..... 44 \*C. Are there any encroachments, boundary agreements, or boundary disputes?......  $\Box$ 45 \*D. Is there a private root or easement agreement for access to the property?....... 46 \*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 48 the property? 49 \*G. Is ther any study, survey project, or notice that would adversely affect the property? ................... 50 51 re there any zoning violations, nonconforming uses, or any unusual restrictions on the 52 property that would affect future construction or remodeling? ...... 53

ELLER'S INITIALS Date SELLER'S INITIALS Date Form 17 Seller Disclosure Statement Rev. 8/21 Page 2 of 6

## SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

J	* 1	Is there a boundary survey for the property?	YES	NO	DON'T KNOW	N/A	54 55 56
		Are there any covenants, conditions, or restrictions recorded against the property?					50 57
	IX.	NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.				<b>u</b>	58 59 60 61 62
2.	WA	ATER					63
		Household Water					64
		(1) The source of water for the property is: ☐ Private or publicly owned water system ☐ Private well serving only the subject property *☐ Other water system					65 66
		*If shared, are there any written agreements?	□				67
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	ロ				68 69
		*(3) Are there any problems or repairs needed?	□				70
		(4) During your ownership, has the source provided an adequate year-round supply of potable water?	ロ				71
		If no, please explain:*(5) Are there any water treatment systems for the property?				_	72
		If yes, are they: ☐ Leased ☐ Owned	⊔				73 74
		*(6) Are there any water rights for the property associated with it domestic water supply, such as a water right permit, certificate, or claim?	П				75 76
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?					77
		*(b) If yes, has all or any portion of the water right not be in used for five or more successive years		_		_	78
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?					79
	В.	Irrigation Water (1) Are there any irrigation water rights for the property, such as a water right permit,			<b>-</b>	_	80 81
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?				٥	82 83 84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)			_	_	85
		*(c) If so, has the water right per hit, certificate, or claim been assigned, transferred, or changed?					86
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the intity that supplies water to the property:			ū		87 88
							89
	C.	Outdoor Sprinkler System					90
	•	(1) Is there an out our sprinkler system for the property?	□				91
		*(2) If yes, are there any defects in the system?					92
		*(3) If yes, is the sprinkler system connected to irrigation water?	🗅				93
3.		WER/ON-SITE SEWAGE SYSTEM					94
	Α	The property is served by:	compo	nont r	arta\		95
		☐ Paplic sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other ☐ Other disposal system  Please describe:	compor	ieni p	aris)		96 97 98
	B	If public sewer system service is available to the property, is the house connected to					99
		the sewer main?  If no, please explain:	□				100
		,					101
SEL	LER	'S INITIALS Date SELLER'S INITIALS Date					

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## SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

		YES	NO	DON	N	102
*C	c. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?			KNOW		103 104
Б	If the property is connected to an on-site sewage system:					105
	*(1) Was a permit issued for its construction, and was it approved by the local health					106
	department or district following its construction?					107
	(2) When was it last pumped?	,				108
	*(3) Are there any defects in the operation of the on-site sewage system?					109
	(4) When was it last inspected?					110
	By whom:					111
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms	9				112
l	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?				0	113 114
	If no, please explain:					115
*	F. Have there been any changes or repairs to the on-site sewage system?					116
(	G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?					117 118
	If no, please explain:					119
*}	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?					120 121
WHI	ICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE S BEING COMPLETED FO CH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUE RUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).	OR NEW STIONS L	CONS .ISTE	STRUCT D IN ITE	ION EM 4	122 123 124
, ,	TRUCTURAL					125
*/	A. Has the roof leaked within the last 5 years?					126
*E	B. Has the basement flooded or leaked?					127
*(	C. Have there been any conversions, additions or emodeling?					128
	*(1) If yes, were all building permits obtained?					129
_	*(2) If yes, were all final inspections obtain d?					130
į.	If yes, year of original construction:					131 132
*	Has there been any settling, slippage, or sliding of the property or its improvements?					133
	Are there any defects with the fyllowing: (If yes, please check applicable items and explain)					134
	☐ Foundations ☐ Decks ☐ Exterior Walls					135
	☐ Chimneys ☐ Interior Walls ☐ Fire Alarms ☐ Doors ☐ Windows ☐ Patio					136 137
	☐ Ceilings ☐ Slab Floors ☐ Driveways					138
	☐ Pools ☐ Hot Tub ☐ Sauna ☐ Sidewalks ☐ Outbuildings ☐ Fireplaces					139 140
	☐ Garage Foors ☐ Walkways ☐ Siding					141
	☐ Wood floves ☐ Elevators ☐ Incline Elevators ☐ Stain ay Chair Lifts ☐ Wheelchair Lifts ☐ Other					142 143
*	G. Was a structural pest or "whole house" inspection done?					144
'	If yes, when and by whom was the inspection completed?			_	_	145
	H. During your ownership, has the property had any wood destroying organism or pest infestation?.					147
	I. is the attic insulated?					148
	Is the basement insulated?					149
PELLE	D'S INITIALS Data SELLED'S INITIALS Data					

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SELLER'S INITIALS

Date

### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

5.		TEMS AND FIXTURES	YES	NO	KNOW	NX	150 151
	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:					152 153
		Electrical system, including wiring, switches, outlets, and service	<b>.</b>				154 155 156 157
		AppliancesSump pump					158 159
		Heating and cooling systems Security system: □ Owned □ Leased					160 161 162
	*B.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					163 164
		Security System:					165
		lanks (type):					166
		Satellite dish:	_				167 168
	*C.	Are any of the following kinds of wood burning appliances present at the property?					169
		(1) Woodstove?	<b>u</b>				170 171
		(3) Pellet stove?		ā	ā	ā	172
		(4) Fireplace?	□				173
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	□				174 175
	D.	Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	□				176 177
	E.	Is the property equipped with carbon monoxide alarms? (Note Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	□				178 179
	F.	Is the property equipped with smoke detection devices?					180 181 182
	G.	Does the property currently have internet service.	□				183
		Provider:					184
6.		MEOWNERS' ASSOCIATION/COMMON IN ERESTS					185
	A.	Is there a Homeowners' Association?			ū		186 187 188 189
	B.	Are there regular periodic assessments?					190
		\$per □ month □ year □ Other:					191 192
	*C	Are there any pending special assessments?	$\Box$				193
		Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fencer, landscaping, pools, tennis courts, walkways, or other areas		_	_	_	194 195
		co-owned in undivised interest with others)?	□				196
7.	EN	VIRONMENTAL					197
	*A.	Have there by an any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	ם				198 199
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?					200
		Is there any material damage to the property from fire, wind, floods, beach movements, earth quake, expansive soils, or landslides?					201 202
	D.	Ary there any shorelines, wetlands, floodplains, or critical areas on the property?		_			203
		re there any substances, materials, or products in or on the property that may be environmental		_	_	-	204
		concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical	П		L.J.	_	205
A	*F.	storage tanks, or contaminated soil or water?					206 207
	• •	The the property book does for continuously of mudelial purposes:		_	<b></b>	<b>_</b>	201

Date

SELLER'S INITIALS

Form 17 Seller Disclosure Statement Rev. 8/21

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## SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

			Y	'ES	NO	DON'T KNOW	NA	208 209
	*G.	ls th	nere any soil or groundwater contamination?					210
	*H.	Are	there transmission poles or other electrical utility equipment installed, maintained, or					211
		buri	ed on the property that do not provide utility service to the structures on the property?			<i>f</i> a		212
	*I.	Has	the property been used as a legal or illegal dumping site?					213
	*J.	Has	s the property been used as an illegal drug manufacturing site?		B			214
			there any radio towers in the area that cause interference with cellular telephone reception?					215
Ω	LEA	AD B	ASED PAINT (Applicable if the house was built before 1978)					216
0.			sence of lead-based paint and/or lead-based paint hazards (check one below):	7			_	217
	Λ.		Known lead-based paint and/or lead-based paint hazards are present in the housing					218
		_	(explain).					219
		a	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					220
	В.		cords and reports available to the Seller (check one below):					221
			Seller has provided the purchaser with all available records and reports pertaining to					222
			lead-based paint and/or lead-based paint hazards in the housing (list documents below).					223
								224
			Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in	the h	าแร่เก	n		225
		_	Total has no reports of records perturning to load based paint and/or load based paint hazards in		Juoni	9.		
9.			ACTURED AND MOBILE HOMES					226
	If th	ie pr	operty includes a manufactured or mobile home,					227
	*A.	Did	you make any alterations to the home?					228
		it y€	es, please describe the alterations:	_				229
			any previous owner make any alterations to the home?		<u> </u>			230
	*C.	lt a	Iterations were made, were permits or variances for these alterations obtained?	ч				231
10	. FUI	LL D	ISCLOSURE BY SELLERS					232
	A.		er conditions or defects:					233
			e there any other existing material defects affecting the property that a prospective	_				234
		-	ver should know about?	_	ш	ш		235
	B.		rification e foregoing answers and attached explanations (if any) are complete and correct to the best of	Sallar	'e kn	nwladna	and	236 237
		Sel	ler has received a copy hereof. Sellar agrees to defend, indemnify and hold real estate licens	ees h	armle	ss from	and	238
		aga	ainst any and all claims that the above information is inaccurate. Seller authorizes real estate licen	sees,	if any	, to deli	ver a	239
		cor	by of this disclosure statement to gener real estate licensees and all prospective buyers of the prope	rty.				240
								241
		Se	ller Date Seller			Da	te	
If th	e ans	swer	is "Yes" to any astersked (*) items, please explain below (use additional sheets if necessary)	. Plea	se re	fer to th	e line	242
			the question(s).					243
								244
								245
								246 247
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		A						251
								252 253
		7						254
								255
	7							256
M								

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### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

#### II. NOTICES TO THE BUYER 257 1. SEX OFFENDER REGISTRATION 258 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 25 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 60 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 261 2. PROXIMITY TO FARMING/WORKING FOREST 262 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY/LIE IN 263 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 264 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 265 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 266 3. OIL TANK INSURANCE 267 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR WIRCHASE UTILIZES 268 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 269 INSURANCE AGENCY. 270 271 III. BUYER'S ACKNOWLEDGEMENT 1. BUYER HEREBY ACKNOWLEDGES THAT: 272 A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 273 utilizing diligent attention and observation. 274 The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 275 not by any real estate licensee or other party. 276 Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estage licensees are not liable for inaccurate information 277 provided by Seller, except to the extent that real estate licensees mow of such inaccurate information. 278 This information is for disclosure only and is not intended to be a fart of the written agreement between the Buyer and Seller. 279 Buyer (which term includes all persons signing the "Buyer" acceptance" portion of this disclosure statement below) has 280 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 281 F. If the house was built prior to 1978, Buyer acknowledge receipt of the pamphlet Protect Your Family From Lead in Your Home. 282 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 283 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 284 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 285 286 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 287 MAY WAIVE THE RIGHT TO RESCIND FRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 288 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 289 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 290 LICENSEE OR OTHER PART 291 292 Buyer Date Buyer Date 293 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 294 Buyer has lead and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 295 296 waives Juyer's right to revoke Buyer's offer based on this disclosure. 297 Date Buye 298 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 299 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 300 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 301 the receipt of the "Environmental" section of the Seller Disclosure Statement. 302 Stephen M fry 03/09/25 303 Buver Date 304 Seller is a Bankruptcy Trustee and is exempt from providing these disclosures.

SELLER'S INITIALS Date SELLER'S INITIALS Date — DocuSigned by:

Form 22T Title Contingency Addendum Rev. 7/23 Page 1 of 1

## TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated February 17, 2025 between Stephen M Fry ("Buyer") 2 Buver Buyer and Trustee for Smith 'Seller' Seller concerning 3057 42nd Avenue W Seattle WA 98199 (the "Property") Address Zip 5 1. Title Contingency. This Agreement is subject to Buyer's review of a preliminary commitment for title insurance. 6 together with any easements, covenants, conditions and restrictions of record. Buyer shall have 7 days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; or I mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8 9 disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 10 commitment before mutual acceptance. Buver's time to review shall begin on mutual acceptance. The preliminary commitment delivered for review under this contingency need not identify Buyer as the insured. 11 12 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 13 14 disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 15 Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 16 17 Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 18 Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 2. Supplemental Title Reports. If supplemental title reports disclose new exception(s) to the title commitment, then the above time periods and procedures for notice, correction, and termination for those new exceptions 20 21 shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 22 necessary to accommodate the foregoing times for notices. 23 Marketable Title. This Addendum does not relieve Seller of the obligation to provide marketable title at Closing

03/09/2025

Buyer's Initials

Date

as provided for in the Agreement.

mpkt

Seller's Initials

3/17/2025 | 4:23 PM PDT

Date

Buyer's Initials

Date

Seller's Initials

Date

24

Form 42A Agency Disclosure – Multiple Brokers Rev. 1/24 Page 1 of 1

# AGENCY DISCLOSURE MULTIPLE BROKERS

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etween _	Stephen M Fry				("Buyer"
, Mic	Buyer Chael P. Klein, bankruptc	y trustee for Melanie Smith	24-10218		/"O !! !"
nd	Seller	Seller			("Seller"
oncerning	3057 42nd Ave W	Magnolia	WA	98199	(the "Property")
	Address	City		State Zip	
his form is	for use when more than c	ne broker represents one or	both of the part	ties. The Agenc	y Disclosure on page
ne of the A	Agreement is modified to in	nclude the following additiona	al disclosure:		
dditional E	Buyer Broker(s):				
Mindorm	ere Magnolia	6534			
Buyer Brokera		MLS Office No.	Buyer repre		
Jenni San	-	110761			er (limited dual agent)
Buyer Broker	(Print)	MLS LAG No.	_ 50,0.5.	. o	or (
Russer Broker	DOL License No.	Firm DOL License No.			
buyer bloker	DOE LICEUSE NO.	Firm DOL License No.			
			Buyer repre	econtod by:	
Buyer Brokera	age Firm	MLS Office No.	☐ Buyer B		
			☐ Buyer B	roker/Listing Broke	er (limited dual agent)
Buyer Broker	(Print)	MLS LAG No.			
Buyer Broker	DOL License No.	Firm DOL License No.			
Additional L	isting Broker(s):				
Listing Broker	rage Firm	MLS Office No.	Seller repre		
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Listing Broker	(Print)	MLS LAG No.	3	,	
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			Seller repre	esented bv:	
Listing Broker	rage Firm	MLS Office No.	Listing E		
Liating Dualin	r (Drint)	MLS LAG No.	☐ Listing E	Broker/Buyer Brok	er (limited dual agent)
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Listing Broker	r DOL License No.	Firm DOL License No.			
t downton					

Form 35W Inspection Waiver Addendum Rev. 3/21 Page 1 of 1

## INSPECTION WAIVER ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The	e fol	lowing is par	t of the Purc	hase and Sale A	greement date	ed March (	04, 2025			1
bet	wee	n Stephen M	Fry						("Bu	ıyer") 2
		Buyer			Buyer	•				
and	d <u>Tr</u>	ustee for Smi	th		Seller				("Se	eller") 3
		. 2057	42 3 4	<b>XX</b> 7	Can	441 .	XX7 A	00100	/// IID	. "> 4
too	ncer	ning 3057 Address	42nd Avenu	ie w	Sea City	ttie	WA State	98199 Zip	the "Prope	erty"). 4
1.	×	limited to, the with building a soils/stab the Property Broker with	ne structural g and zoning ility inspection y in its prese regard to th	ON. Buyer has a mechanical and codes, an insperse on. Buyer elects ont condition. Buyer condition of the conditions.	d general cond ection of the P to waive the ri er has not relie	lition of the in roperty for ha ght to obtain ed on represe	nprovements izardous mate inspections o ntations by Se	on the Properials, a pes of the Prope eller, Listing	perty, complia at inspection, rty and purch Broker, or B	ance 6 and 7 nase 8 uyer 9
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Form 90 Notice Rev. 3/03 Page 1 of 1 ©Copyright 2003 Northwest Multiple Listing Service ALL RIGHTS RESERVED

#### NOTICE

The followi	ing is par	t of the Purc	chase and Sale	Agreement dated _	March 04, 2025			1
between _	Stepher	ı M Fry		Buyer			("Buyer")	2
and	•	for Smith		Seller			("Seller")	3
concerning	3057 Address	42nd Avenu	ie W	Seattle City	WA State	98199 Zip	(the "Property").	4
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Commitment for Title Insurance Washington - 2021 v. 01.00 (07-01-2021)

#### **EXHIBIT A**

File No.: 4209-4148179

The Land referred to herein below in situated in the County of King, State of Washington, and is described as follows:

LOTS 1 AND 2, BLOCK 4, HIAWATHA PARK SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN <u>VOLUME 5 OF PLATS, PAGE 21</u>, IN KING COUNTY, WASHINGTON.

327180021500

3057 42nd Ave W Seattle, Washington 98199

-DocuSigned by:

Michael P Klein, Trustee

3/17/2025 | 4:23 PM PDT

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50170653 (8-29-22)

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